

Oracle Customer Data and Device Retention for All Components Service Description

Service Offering	Part #
Oracle Customer Data and Device Retention for All Components	B93589
Oracle Customer Data and Device Retention for All Components – Field delivery Partner	B93590
Oracle Customer Data and Device Retention for All Components – Renewal Partner	B93591
Oracle Customer Data and Device Retention for All Components – Service Partner	B93592

Description of Services

Oracle Customer Data and Device Retention for All Components (“DDRA”) permits You to retain eligible hardware items that may contain Your sensitive, confidential, or classified data (“Retained Hardware”) that have been removed from the Oracle Advanced Support Gateway and Your hardware system placed onsite in Your data center for Your Oracle systems.

For purposes of DDRA, Retained Hardware refers to the following components:

- Hard disk drives (HDD)
 - Solid-state drives (SSD)
 - Persistent memory (PMEM) components
 - Tape drives
 - CPU boards, controllers, and/or server components
1. If Oracle, in its sole discretion, determines that Retained Hardware needs to be replaced in accordance with Your Oracle Systems under Oracle Premier Support, Oracle will:
 - a. Send a replacement part to Your location in accordance with the [Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates](#) and consistent with the [Onsite Response Time Targets for Hardware Support](#) using commercially reasonable efforts.
 - i. Replacement parts will be of new or like-new quality. After five years from last ship date, replacement parts may not be available and/or the response times for sending replacement parts may be delayed.
 - b. Remove the malfunctioning hardware.
 - c. Install the replacement hardware and leave the Retained Hardware with Your designated point of contact.
 2. At the expiration of the Term of Your Oracle Premier Support for Systems, Oracle will document and remove all Retained Hardware from Your Oracle Systems environment and leave the Retained Hardware and the associated documentation with Your designated point of contact.

Obligations and Assumptions.

In addition to the obligations stated in Your order, You acknowledge that Oracle’s ability to perform DDRA depends upon Your fulfillment of the following obligations and assumptions:

1. Your Obligations.

- a. Prior to commencement of DDRA, purchase Oracle Premier Support for Systems and maintain Oracle Premier Support for Systems for the duration of the Term.
 - b. Purchase, and maintain for the duration of the Term, DDRA for all hardware installed in Your Oracle Systems environment.
 - c. Identify a designated contact to Oracle, with the appropriate level of authority, to accept the Retained Hardware.
 - d. Backup all data and software contained on or in the Retained Hardware prior to the removal or replacement of the Retained Hardware.
 - e. Properly store, dispose of, and/or destroy all Retained Hardware.
 - f. Provide any notices, and obtain any consents, required for Oracle to perform DDRA.
 - g. Acknowledge that if Oracle's cost of providing DDRA is increased because of (i) Your failure to meet the obligations listed herein, (ii) failure to provide cooperation, or (iii) any other circumstance outside of Oracle's control, You will be charged for such increased costs.
2. Assumptions.
- a. If DDRA services are purchased under the same order as Oracle Premier Support for Systems, DDRA commences on the start date identified in Your Oracle Premier Support for Systems order.
 - b. If DDRA services are purchased under a separate order, DDRA commences as identified in Your order.
 - c. DDRA will be provided by local delivery resources (i.e., delivery resources local to Your location).
 - d. All Oracle Systems hardware, including the Oracle Advanced Support Gateway, remains the property of Oracle (i) until the Retained Hardware has been given to Your designated point of contact as a result of a replacement part or (ii) at the expiration of the Term of Your Oracle Premier Support for Systems order.
 - e. Upon receipt of the Retained Hardware by Your designated point of contact, title of the Retained Hardware transfers from Oracle to You.
 - f. Any other services not expressly identified herein are considered out of scope.

DDRA Fees.

You shall pay Oracle the DDRA fees for the entire Oracle Premier Support for Systems Services Period as defined in Your Oracle Premier Support for Systems order, regardless of when You purchase DDRA. If you did not acquire DDRA at the time You entered into the Oracle Premier Support for Systems order, then the DDRA fees shall be the fees that would have been charged if DDRA had been ordered initially with Your Oracle Premier Support for Systems order. Once placed, Your order for DDRA is non-cancelable and the fees paid non-refundable.

End of Services

DDRA is coterminous with the Oracle Premier Support for Systems Services Period as defined in Your order for Oracle Premier Support for Systems associated with Your DDRA order.

Project Management

You shall designate a project manager who shall be solely responsible for (i) project management associated with this Service Description and (ii) direction of DDRA provided to You by Oracle under this Service Description. Oracle shall provide DDRA under this Service Description only under the

direction of such project manager, who shall make all decisions in connection with anything relating to project management and direction under this Service Description.